

1 better, how do we get clear understanding about  
2 what the records represent? Is it difference  
3 with the products, because you look at the next  
4 question I have, we're seeing things that look  
5 like it's already got Pronto. We're seeing  
6 CILIs for RTs, and that's the last question on  
7 there. Am I really? Because when we ask back  
8 is the loop qual I'm seeing a what I call a  
9 Pronto which shows you an RT CILI, or am I  
10 seeing something else?

11           And so I'm trying to figure out what is  
12 the information that's being represented by the  
13 database, and those are the kind of questions we  
14 take to the loop qual team, but they're not real  
15 sure where to go with them or how to answer  
16 them. And I've had those questions out there  
17 for several weeks.

18           MR. MASON: Before we jump to  
19 that, I just have one clarification.

20           MS. GENTRY: Sure.

21           MR. MASON: On the -- let's just  
22 take your 60 percent number. Is 100 percent of  
23 that 60 percent number, is it -- do you think  
24 you have a non-conditioned loop and it needs  
25 conditioning so you're taking a five-day hit on

1 all of those or does it sometimes work in the  
2 reverse? Do you ever get -- well, I guess you  
3 would just find out that it's clean and you  
4 would be okay.

5 MS. GENTRY: Right. If I looked  
6 at the records, the easiest example is there is  
7 no load coils per the records, I submit with a  
8 five-day interval, I find there's something that  
9 needs to be done on the fifth day and then in  
10 turn I'm actually out ten more, so I'm on a  
11 15-day interval.

12 If I saw something needed conditioning,  
13 I've already set it up --

14 MR. MASON: Right. That was --

15 MR. SIEGEL: With the exception of  
16 you may see something that needs conditioning  
17 and you may decide not to incur the cost and you  
18 reject the customer.

19 MR. MASON: And it's clean and  
20 then you're out.

21 MS. HAM: Just for the record, Kim  
22 Ham, Southwestern Bell, we do also have the  
23 reverse process which we're trying to work  
24 through at the LOC where we get notification  
25 that the CLEC's requested conditioning and

1 they're able to make an LST when it gets to  
2 assignment. So we put the order in jeopardy or  
3 send it back to the CLEC and say do you want a  
4 sooner due date? I'm sorry, we don't put it in  
5 jeopardy. We make a call to the CLEC and say,  
6 "Do you want a sooner due date?" Sometimes they  
7 do, sometimes they don't. Sometimes the  
8 customer is prepared to wait ten -- you know,  
9 they can have five now instead of ten. So we do  
10 make those calls and we do attempt to make those  
11 call from where we're informed that there is a  
12 cut to be made.

13 MR. WELCH: Yeah. Mark Welch, if  
14 I can just make one other thing. I'd be  
15 interested in trying to assess what we're really  
16 talking about, because we talked about  
17 conditioning. I think it's important to  
18 remember there's different types of conditioning  
19 and that from some information I looked at from  
20 last year, I just took a representative sample  
21 of about 50 orders, and of those it was less  
22 than 10 percent that required the conditioning  
23 where you unload coils.

24 The remainder of those was the bridge  
25 tap type conditioning, which I think is the

1 majority of what we're going to see. And I'm  
2 not even aware of, of that sample, that there  
3 were any where repeaters were involved and you  
4 had to go out and actually cut out repeaters.

5           So when we start talking about 60  
6 percent and a lot of percentages, I think it's  
7 important to remember the bridge tap we're going  
8 to see a lot of because there's a lot of bridge  
9 tap out there. Load coils -- again, if you're  
10 not trying to get to services that were -- where  
11 the cable was used to attempt to provide POTS  
12 service beyond 18,000 feet, we're really not  
13 going to see a whole lot of load coils out  
14 there.

15           And so if you're seeing something  
16 different, I think we need to work through those  
17 through the loop conditioning deal. And I'll  
18 get back with the representative and make sure  
19 that we get involved in that. I personally will  
20 get involved with that.

21           But I just want to make sure that what  
22 we're talking about is -- are we talking about  
23 all kinds of conditioning? Are we talking about  
24 just loop conditioning for deloading pairs or  
25 are we talking about bridged tap or what are we

1 talking about?

2 MS. GENTRY: What we're  
3 experiencing is load coil and bridged tap. We  
4 don't -- at this point are not doing anything  
5 that involves repeaters or it's not -- that's  
6 where you're -- very few people do the repeater  
7 issues -- is. But what it is the bridged tap  
8 information was not actuate. It turned out to  
9 be longer than we thought it was, or its  
10 placement was closer than we thought it was, so  
11 at the time of due date it made it an unworkable  
12 loop and then you're back out there --

13 MR. WELCH: So it's a bridged  
14 tap --

15 MS. GENTRY: So it's loads and  
16 bridged taps.

17 MR. WELCH: Okay.

18 MS. GENTRY: So they can be on the  
19 same order that you have a situation, but those  
20 are what encompasses what I'm saying is 60  
21 percent of what we're looking at is not what  
22 reality is.

23 MR. SRINIVASA: Are you  
24 experiencing, you know, the trouble with the  
25 report that you get, the loop qualification

1 report, more often with bridged taps than you  
2 are with load coils? Say, for example, they say  
3 a load -- bridged tap is only 1500 feet and,  
4 actually, you find out it's 3500 feet. Are you  
5 getting that more frequently, that kind of  
6 inaccurate information?

7 MS. GENTRY: I'm not sure. That's  
8 part of what I wanted to try to do that  
9 assessment on because I only took a small sample  
10 and I don't have a big enough sample to make a  
11 fair assessment. Because I was going to go back  
12 to them and say, "Gosh, loads don't look back  
13 but bridged taps look really bad, and maybe we  
14 need to figure out something, a better  
15 guesstimate."

16 MS. CHAPMAN: That would be what  
17 you would expect, actually, because of the fact  
18 that two loops serving the same address, they're  
19 typically either going to be loaded or not  
20 loaded, but they may have very different bridged  
21 tap. And depending on which one is available at  
22 the time of assignment, it could vary  
23 considerably; whereas the loads would very  
24 rarely vary between the different loops.

25 MR. SRINIVASA: How do you record

1 that bridged tap information? I mean, whenever  
2 they go into there and tap into that line and  
3 leave the other one in, do they take a  
4 measurement or do you have an instrument to  
5 somehow measure the length of that tap and put  
6 it into the database? How does it happen? How  
7 do you populate that?

8 MR. WELCH: You just have your --  
9 I mean, you have your engineering records and  
10 you know when you're going to go and bridge into  
11 that cable, your cable counts -- I mean, just  
12 picture a line going across, and you decide you  
13 want to take 25 pairs and you want to put them  
14 on a different lateral, then you're going to  
15 draw a line and show that that's where you --

16 MR. SRINIVASA: So it's a scaled  
17 drawing that you're looking at somewhere?

18 MR. WELCH: Side-by-sides. And  
19 then it goes into the database.

20 MS. CHAPMAN: They do inventory in  
21 LFACS as well.

22 MR. BELLOWY: This is Mike  
23 Bellomy. It is from the engineering records  
24 because an engineer had to design that  
25 reconfiguration and shows that they left that

1 piece of cable in place and did not remove it.  
2 So that is part of the record. That's where the  
3 bridged tap is recorded.

4 MR. SRINIVASA: But if it's a  
5 scale drawing, why is it that there will be  
6 inaccurate record, you know? Are you measuring  
7 it wrong or somebody didn't do the engineering  
8 drawing correctly or why would that be  
9 incorrect?

10 MR. BELLOMY: There can be field  
11 cuts that were not recorded. Right. Those  
12 things have happened. But if the engineer  
13 actually writes the job, those things are put  
14 into the record and are recorded and that should  
15 be reflected in the LFACS database.

16 MS. CHAPMAN: Depending on whether  
17 or not that exact loop is the loop assigned, it  
18 could vary. And also, something that affects  
19 the actual service, it's not a records issue,  
20 but our records only go to the terminal. So  
21 from the terminal to the NID, you know, the  
22 drop, that really equates to additional bridged  
23 tap if you're -- effectively it's additional  
24 bridged tap. That's something we do not have a  
25 record of.



1           So if that's a very long run, which  
2   occasionally it is in some areas, you know, that  
3   could impact the service as well and we don't  
4   have any record of that. So that's an issue  
5   that everybody runs into as well on the  
6   borderline ones.

7           MR. MASON: Okay.

8           MS. GENTRY: I would willing  
9   volunteer that on the Pronto, instead of us  
10   trying to address it here, take it back to the  
11   loop qual team, let all the interested CLECs --  
12   because they put meeting notes out on that, so  
13   it's documented.

14          MS. HAM: Right.

15          MS. GENTRY: Help them have the  
16   appropriate information or commitment to when it  
17   can be available so that we can understand.  
18   Because I'm seeing records now -- I willingly  
19   try to get screen shots when we can so we can  
20   show some of the illustration of a specific what  
21   we're seeing. So if you'll help them answer  
22   these questions, then I will be happy not to  
23   bring them to the Commission.

24          MS. CHAPMAN: Sure. And we're  
25   definitely willing to do that. And all I would

1 ask is that -- to try -- on the questions try to  
2 be as specific as possible, because obviously,  
3 if they don't understand the question well  
4 enough to pass it on, we can't get you the right  
5 answer. And I know that may be part of it as  
6 well. They need to be able enough specificity  
7 to the question. I can never say that word.

8 MS. GENTRY: And certainly Kim  
9 joins us pretty frequently on Friday calls, and  
10 so that helps because she talks code kind of  
11 like we talk the lingo. So all I'm asking is if  
12 you can help support that team getting prompt  
13 answers and illustrations back to the universe,  
14 whoever would like to hear about it.

15 MS. CHAPMAN: And I do. Whenever  
16 I get questions from any of the collaborative  
17 teams, I respond. It just depends on what  
18 department it has to go to. Some of those have  
19 to go to an LFACS person or they go to various  
20 places. But we do try to be very responsive on  
21 those and we can definitely continue to  
22 reiterate that commitment that we to be  
23 responsive.

24 MS. GENTRY: Okay. I'm fine with  
25 my questions.

1                   MR. MASON: I think we addressed  
2 the Richardson fiber to the curb this morning  
3 for an extended period. I guess the third issue  
4 on IP's is a line sharing pricing clarification.  
5 I don't know if there's anyone here that can  
6 answer that.

7                   MS. MEYER: Yes.

8                   MR. MASON: Okay. And to the  
9 extent you can, I guess I'm comfortable having a  
10 general discussion along this. If we get into  
11 sort of arbitration interpretation issues, I'd  
12 rather handle that in a separate docket.

13                  MS. MEYER: That's fine. This is  
14 Rhonda Meyer with Southwestern Bell. If I  
15 understand the question correctly, you want to  
16 know about the cross connect charges that will  
17 apply for line sharing?

18                  MS. GENTRY: Correct.

19                  MS. MEYER: From the Texas  
20 Commission ruling, we determined that we were  
21 ordered to do the cross connects per the  
22 Commission approved interconnection agreement,  
23 which I believe would be the mega arbs.

24                  For a non (inaudible) cross connect  
25 there's no reoccurring charge. There is a

1 non-reoccurring charge of \$6.91. So that's what  
2 you would be charged for cross connect.

3 MS. GENTRY: Say that again  
4 because I'm going to jot it down because I'm not  
5 following you. You believe it follows the mega  
6 arb?

7 MS. MEYER: Well, I believe, if I  
8 look at the arbitration, it said the --

9 MS. GENTRY: Are you looking at  
10 the line sharing interim order?

11 MS. MEYER: Yes.

12 MS. CHAPMAN: It would depend  
13 which cross connect you ordered. The mega arb  
14 set the rate for the non-shielded cross connect.  
15 If you wanted to order the shielded cross  
16 connect. If you wanted to order the shielded  
17 cross connect, it would be the shielded cross  
18 connect that's in the Rhythms/Covad arbitration.  
19 So it would depend on which cross connect you  
20 ordered.

21 MS. GENTRY: I remember from the  
22 line sharing proceeding that the \$1.24 item was  
23 the one that we agreed on. And right now I  
24 don't have all the documents in front of me to  
25 know what it was.

1           Let me frame how this question came up.  
2 I was trying to do my own pricing cheat sheet  
3 for my company. How much does line sharing  
4 cost? How much do UNE loops cost? How much  
5 does Pronto cost? And I'm working just the  
6 simple math. And I put these different  
7 components together and I said, "Okay, now, in  
8 the proceeding they said that we would have X  
9 quantity of cross connects allowed" and the  
10 number was three or -- So I was doing three  
11 times a dollar 24 and three times the NRC. And  
12 I'm going, "That just doesn't sound right."

13           So I went to Brian Lone (phonetic), the  
14 product manager, and said, "How do you price the  
15 cross connects?"

16           He said, "Oh, no, you don't three times  
17 anything. All of it, no matter if there's one  
18 or five cross connects in line sharing, it's all  
19 weighted into one cross connect."

20           And I said, "Well, then, why did we  
21 discuss that at NASHA in the interim proceeding  
22 on how many when you're only going to charge me  
23 a weighted rate?" And he didn't know.

24           And I said, "Well, would you put in  
25 writing how many times I'm charged this rate?"

1           He wasn't in a position to give me  
2   because that becomes policy if he gives me a  
3   document. And so no one would tell me how much  
4   I'm being charged for line sharing. I just  
5   wanted to know how much and is it the same in  
6   Texas -- I mean, do you have a company policy  
7   that it's one-time?

8           MR. LEAHY: Does the contract, the  
9   interim agreement that's been filed --

10          MS. GENTRY: It never addressed --  
11   never addressed cross connects. And, of course,  
12   to ask my negotiator does no good because she  
13   comes to the product manager of my contact  
14   and --

15          MR. LEAHY: Well, it would --

16          MS. GENTRY: -- so I got in a  
17   circle and my only forum was the Texas  
18   Commission. I would like for someone at SBC to  
19   tell me what you're going to charge me.

20          MR. LEAHY: Why isn't it in the  
21   interconnection agreement?

22          MS. GENTRY: It never was  
23   addressed. And one of -- one of the issues we  
24   realized is a gap in the interconnection  
25   agreement that never addressed cross connects.

1 They only talk about OSS, the price of a loop  
2 and the splitter. They didn't address that one.

3 So that what you would use for one of  
4 the other -- so that's why it's not a separate  
5 element for it. But we don't put one on the  
6 order so one cross (inaudible).

7 The trial bills came through CRIS and  
8 we've never seen a CABS bill for line sharing,  
9 so that hasn't been done yet so there was no  
10 place.

11 So let me be sure I'm clear on what  
12 you're telling me. In the line sharing interim,  
13 \$1.24 was deemed to be the recurring charge on  
14 an interim basis for the cross connect. And  
15 subject to check -- let's just go assume with my  
16 thinking -- I'm charged one, \$1.24 item for --  
17 if you had to string five of them and the  
18 Commission said -- so it's irrelevant how many  
19 they said. You could charge me more. It's all  
20 weighted into at a price --

21 MR. LEAHY: I don't -- actually,  
22 my impression was that -- the 1.24 is familiar  
23 to me. I remember it. But my impression was it  
24 was three times 1.24.

25 MS. GENTRY: So which is why I

1 asked Bryan Lone, and he says, "No, it's  
2 weighted." Like I used 89 cents --

3 MR. WELCH: I think maybe --

4 MR. MASON: Sounds like you're  
5 getting a --

6 MS. GENTRY: I'm trying to --

7 THE REPORTER: I'm sorry, I need  
8 you to speak one at a time.

9 MR. MASON: Yeah, let's go off the  
10 record and change reporters.

11 MR. LEAHY: Your Honors, Tim Leahy  
12 for Southwestern Bell.

13 I don't know whether we can resolve  
14 this, but I'm certainly willing to do this off  
15 the record. You know, I certainly am -- my  
16 impression would have been three times 1.24. We  
17 argued over three, four, five, six. Right? We  
18 ended up --

19 MS. GENTRY: I remember.

20 MR. LEAHY: -- on three.

21 MS. GENTRY: I remember.

22 MR. LEAHY: We got 1.24. I would  
23 say three times 1.24.

24 I don't know the logic behind what's  
25 going on. But, of course, I have to say, I'm



1 just surprised it's not in the contract.

2 MS. GENTRY: Okay. Can I ask,  
3 then, that -- obviously, SBC needs to decide  
4 what they think, because it's not written in the  
5 contract.

6 MR. LEAHY: But you think it's  
7 1.24 for three of them?

8 MS. GENTRY: Well, I remember  
9 Terry Murray saying, "We will revert to the  
10 arbitration ruling," which was 1.24. Because  
11 your price was more like 90 cents.

12 And we got all caught up in the  
13 discussion, but we belabored the point of the  
14 quantity of tie cables. That went on for a very  
15 long period of time.

16 My point would be: Why would I care  
17 the quantity if you're not -- other than the  
18 fact that there's inefficiencies, but that's  
19 another issue.

20 I wouldn't care as much about it, if  
21 there were five, if you were only going to  
22 charge me one weighted rate. That's -- it's a  
23 different kind of argument when I'm talking  
24 pricing.

25 Can I please ask that SBC figure out

1 what they believe it to be, share that with you,  
2 who shares it with us? Because right now, line  
3 sharing is commercial or operational and no one  
4 has any idea in Texas what we're -- or in any of  
5 your other SBC regions, because we have -- or  
6 states. We have no idea what your pricing  
7 policy is because your product manager hasn't  
8 been able to share that.

9 MS. CHAPMAN: I can say that in  
10 all the SWBT states there will be -- there is  
11 one USOC on there. It's on there once. So  
12 regardless of whether it's weighted, you know,  
13 three times in that rate, you know, there's only  
14 one USOC.

15 So depending on whatever that rate is  
16 for that particular USOC, it's only on that  
17 service order once. So you're not going to see  
18 three cross-connect USOCs on the order. You  
19 will see one and the rate for that USOC --

20 MS. GENTRY: And one NRC that's  
21 associated with that one recurring charge.

22 MS. CHAPMAN: If -- yeah. If  
23 there is a nonrecurring charge associated with  
24 it, yes.

25 MS. GENTRY: That's a --

1 MS. CHAPMAN: It will be a  
2 one-to-one relationship. And what that actual  
3 rate is, I don't have that information for all  
4 of the states, but it is one USOC.

5 MS. GENTRY: Okay. Figure out  
6 what you're charging me in Texas, then, would  
7 you please?

8 And then we'll see if that's what we  
9 think we're being charged. And if it's not,  
10 we'll figure out what we do about that issue?

11 MR. SRINIVASA: Is that the  
12 interim rate?

13 MS. GENTRY: Yes. And how many  
14 times you're applying what charge, recurring and  
15 nonrecurring.

16 MR. MASON: And rather than bring  
17 it back here, I think you need to work off line  
18 and hopefully clear up the interconnection  
19 agreement. And then if you have a question,  
20 then you can come to the line sharing docket and  
21 we can try to figure that out.

22 MS. GENTRY: And when do you  
23 believe you might have that clarity for me?

24 (Laughter)

25 MS. GENTRY: Could I ask for it in

1 a week? I mean, it shouldn't be rocket science  
2 here.

3 MS. MEYER: Sure.

4 MR. LEAHY: You think it's 1.24?

5 MS. GENTRY: Well, I believe Terry  
6 Murray, and we concurred with 1.24, but I  
7 believe it's one times 1.24 --

8 MR. LEAHY: That's what I mean,  
9 you --

10 MS. GENTRY: -- with the same  
11 pricing principle that you have everywhere else.

12 MR. SIEGEL: Well, and whenever --  
13 I mean, the 1.24, we just thought it was  
14 correct. It's one times what the arbitration  
15 rate was.

16 MS. GENTRY: Right. Okay?

17 (Simultaneous responses)

18 MS. GENTRY: Thank you. Thank you  
19 for your patience.

20 MR. MASON: Do you want to attempt  
21 Subpart B, which: Are there other nonrecurring  
22 charges attributable to line sharing? I don't  
23 know if that's just a general question.

24 MS. GENTRY: Why don't we do this:  
25 When you tell me what Texas is, give me the

1 recurring and the nonrecurring, what you believe  
2 line sharing is going to cost me. You know,  
3 that there's -- there's the components: There's  
4 the loop; there's the ILEC on the splitter;  
5 there's the cross-connect; there's the OSS  
6 charge. I believe there's only four components.

7 Tell me what their offsetting NRCs are,  
8 and that will answer my question very clearly.  
9 And I assume, should you probably do the  
10 clarity, do the CLEC on the splitter if in fact  
11 there's a deviation.

12 MS. MEYER: We'll do that.

13 MS. GENTRY: Thank you.

14 MR. SRINIVASA: Let me ask you:  
15 In your interconnection agreement -- I don't  
16 know if there's no record of it or not, do you  
17 have monthly recurring charge, nonrecurring  
18 charge? And for additional, what the monthly  
19 recurring charge is and what the nonrecurring  
20 charge is for additional -- first one and then  
21 the next additional one?

22 MS. GENTRY: But what it is, when  
23 you talk about the first additional is if you  
24 add two loops into the same house.

25 MS. CHAPMAN: Which almost

1 never --

2 MS. GENTRY: It's not

3 additional...

4 So first an additional pricing scheme,

5 we agree that that's what the structure is --

6 MS. SRINIVASA: Or if it's a

7 single family? If it's a small business that

8 have multiple lines?

9 MS. GENTRY: Right. There is some

10 of that pricing in there. It's the

11 interpretation of that pricing that I'm not

12 clear on.

13 MS. MEYER: We will do that.

14 MS. GENTRY: Thank you.

15 MR. MASON: We're requesting a

16 five-minute break.

17 (Recess: 3:04 p.m. to 3:22 p.m.)

18 (Discussion off the record)

19 MR. MASON: Okay. We're back on

20 the record, and we're going to try to wrap this

21 up as quick as possible.

22 We have -- I want to talk about maybe

23 dates for a next meeting, but -- actually, let's

24 wait a minute because that may confuse the

25 issue.

1           Let's -- what we have left to discuss  
2 is Rhythms' issues list. We had talked about  
3 earlier the late filing. And to the extent that  
4 the SMEs are here and feel that they have  
5 adequate notification of these issues, I think  
6 it will be helpful to address them now. To the  
7 extent that you need more time to prepare or  
8 look up things, we can certainly address those  
9 at the next meeting.

10           So -- I don't know. If you want to,  
11 Ms. Lopez, kind of go through them and tell us  
12 what you want to talk about.

13           MS. LOPEZ: Well, can I skip --  
14 well, yeah. Let's do the first one, the  
15 collocation application fees.

16           What we have requested various times  
17 is: What will the fees be for the line share  
18 augments, and, you know, if there's going to be  
19 a true-up or -- you know, what are we going to  
20 get charged for this work? And we still haven't  
21 received any answer on that.

22           MR. NEELY: Okay. Dennis Neely  
23 with Southwestern Bell.

24           We will admit that they have asked  
25 numerous times throughout our meetings -- we had

1 weekly meetings up until about a month ago and  
2 then we had biweekly meetings, and they have  
3 asked for many things. This is one of which  
4 they've asked for.

5           And since this is not going to really  
6 occur until after the 31st of August, with the  
7 other things that I was trying to present and  
8 everything for the CLEC forum -- or the CLEC  
9 collaborative, we just haven't gotten it done  
10 yet.

11           But we have committed that by our next  
12 meeting of the collaborative on 8/9 we would  
13 have the whole matrix, as they had asked,  
14 presented to them and be willing -- be ready to  
15 discuss it, so...

16           MR. MASON: What's the 8/9  
17 meeting? Is that the Pronto meeting that you  
18 have amongst the carriers or --

19           MR. NEELY: No. It's our biweekly  
20 line sharing collaborative meeting.

21           MS. CHAPMAN: Amongst the carriers.

22           MR. NEELY: One of the many.

23           But we've committed to that. And along  
24 with that, gotten further clarification since  
25 the original request of some other things they'd



1 like to have on the matrix, and we've committed  
2 to have them by 8/9.

3 MR. MASON: Okay.

4 MS. LOPEZ: The second item is the  
5 lack of collocation application notification,  
6 meaning that we've sent the application and the  
7 normal process is that in ten days we get a  
8 receipt back saying, "We received your  
9 application and the date of completion is X  
10 date."

11 We have yet to receive any of these  
12 notifications in the Southwestern Bell  
13 territory, and we'd like to get those back.

14 MR. BELLOMY: Mike Bellomy with  
15 SBC.

16 We discussed this issue yesterday in  
17 our line sharing collaborative forum, and I have  
18 taken this back -- actually, I took it back  
19 Monday as part of our standardization process.

20 I understand that these notifications  
21 are being received from Pacific Bell, and we  
22 boarded yesterday the issues as to which of our  
23 companies were responding inappropriate and  
24 where there were deficiencies.

25 So I escalated this Monday as part of